

NEW APPLICATION

Truxton Canyon Water Co



0000148076

7313 E. Concho Dr., Suite B Kingman, AZ
(928)757-2205 phone (928)757-2217

ORIGINAL

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2013 SEP 11 P 12:44

Truxton Canyon Water Co., Inc.
7313 E. Concho
Suite B
Kingman AZ 86401

ALL CORP COMMISSION
DOCKET CONTROL

Docket No. W-02168A

September 4, 2013

Docket Control
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

W-02168A-13-0309

Attached is an application by Truxton Canyon Water Co., Inc. for approval of a revision of the Company's existing terms and conditions of water service.

Signature

Michael Neal, Statutory Agent

Arizona Corporation Commission
DOCKETED

SEP 11 2013

DOCKETED BY	MR
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DOCKET W-02168

Applies to all **WATER** service areas

PART TWO

STATEMENT OF TERMS AND CONDITIONS
WATER SERVICE

I. CROSS-CONNECTION CONTROL

A. Purpose.

To protect the public water supply in the Company's water supply in the Company's water system from the possibility of contamination caused by backflow through unprotected cross-connections by requiring the installation and periodic testing of backflow-prevention assemblies pursuant to the provisions of the Arizona Administrative Code, Title 14, Chapter 2, Section 405.B.6 as adopted by the Arizona Corporation Commission, and Title 18, Chapter 4, Section 115, as adopted by the Arizona Department of Environmental Quality, as those regulations may be revised from time to time.

B. Inspections.

The customers shall cooperate fully with the Company in its efforts to investigate and determine the degree of potential health hazard to the public water supply which may result from conditions existing on the customer's premises.

C. Requirements.

In compliance with the rules and Regulations of the Arizona Corporation Commission and the Arizona Department of Environmental Quality, specifically A.A.C. R14-2-405.B6 and A.A.C.R18-4-115 relating to backflow prevention:

Issued August 29, 2013

Effective September 1, 2013

ISSUED BY:
B. Marc Neal, President
Truxton Canyon Water Co., Inc.
7313 E. Concho Dr., Suite B
Kingman AZ, 86401

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**STATEMENT OF TERMS AND CONDITIONS
WATER SERVICE**

1. In the event the backflow-prevention assembly has not been installed or fails any test and A.A.C. R14-2-410.B.1.a is applicable, the company terminates service immediately and without notice. The backflow-prevention assembly shall be installed and repaired by the customer and retested before service is restored.
2. In the event the backflow-prevention assembly has not been installed or fails any test and A.A.C. R14-2-410.B.1.a is applicable, the back flow-prevention assembly shall be installed and/or repaired by the customer and tested within fourteen (14) days of written notice by the company. Failure to install or to remedy the deficiency or dysfunction of the assembly, or failure to retest shall be grounds for termination of water utility service in accordance with A.A.C.r14-2-410.

II. SERVICE LIMITATIONS

The Company will supply only such water at such pressures as may be available from time to time as result of the normal operation of its water system. The company will maintain a minimum water pressure of 20 p.s.i. and will not guarantee a specific gallon per minute flow rate at any public fire hydrant nor fire sprinkler service. In the event service is interrupted or irregular or defective or fails from cause beyond the Company's control or through ordinary negligence or its employees or agents, the Company will not be liable for any injuries or damages arising there from.

III. TERMS AND CONDITIONS OF SERVICE TARIFF

A. Liability.

1. **Water pressure for Private Fire Service and Public Fire Hydrant Service.**

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SERVICE TARIFF

nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under the Company's tariff (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs, except if such damages are caused by the Company's willful misconduct or gross negligence.

6. **Incidental, indirect, special, or consequential damages.** In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

7. **Interference with Company facilities.** The Company will not be responsible in any occasion for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any Company facilities.

IV. RULES AND REGULATIONS

- A. The Company has adopted the rules and Regulations established by the Commission as the basis for its operation procedures. A.A.C. R14-2-401 through A.A.C. R14-2-411 will be controlling of Company procedures, unless specific Commission Order (s) provide otherwise.

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